

**BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA  
DOCKET NO. 2019-185-E**

IN RE: South Carolina Energy Freedom Act	)	
(H.3659) Proceeding to Establish Duke	)	
Energy Carolinas, LLC's Standard Offer,	)	<b>INTERVENOR, SOUTH CAROLINA</b>
Avoided Cost Methodologies, Form	)	<b>SOLAR BUSINESS ALLIANCE, INC.'S</b>
Contract Power Purchase Agreements,	)	<b>FOURTH SET OF</b>
Commitment to Sell Forms, and Any	)	<b>INTERROGATORIES AND</b>
Other Terms or Conditions Necessary	)	<b>REQUESTS FOR PRODUCTION TO</b>
(Includes Small Power Producers as	)	<b>DUKE ENERGY CAROLINAS, LLC</b>
Defined in 16 United States Code 796, as	)	
Amended) - S.C. Code Ann. Section 58-	)	
41-20(A)	)	
	)	

Intervenor South Carolina Solar Business Alliance, Inc. (“SCSBA”), pursuant to Reg. 103-833 and S.C. Code Ann. § 58-41-20(J), which requires that “Each electrical utility's avoided cost filing must be reasonably transparent so that underlying assumptions, data, and results can be independently reviewed and verified by the parties and the commission,” hereby serves Duke Energy Carolinas, LLC (“DEC”) with SCSBA’s Fourth Interrogatories and Requests for Production, to be answered separately within twenty (20) days from the date of service hereof. Please set forth DEC’s answers separately, after restating the question.

These Interrogatories and Request for Production shall be deemed continuing, and if complete production to any of them is not presently available, and the information becomes available before trial, supplemental production is required at such time as this information becomes available to DEC.

### **INSTRUCTIONS**

1. All information shall be provided to the undersigned in the format as requested.
2. All responses to the below Interrogatories and Requests for Production shall be labeled using the same numbers as used herein.
3. If the requested information is found in other places or in other exhibits, reference shall not be made to those, but, instead, the information shall be reproduced and placed in the responses to these Requests for Production in the appropriate sequence.
4. Any inquiries or communication relating to questions concerning clarifications of the data requested below shall be directed to the undersigned.
5. All exhibits shall be reduced to an 8 1/2" x 11" format.
6. Each Request shall be reproduced at the beginning of the response thereto.
7. DEC shall provide the undersigned with responses to these Interrogatories and Requests for Production as soon as possible but **not later than twenty (20) days from the date of service hereof.**
8. If the response to any Requests for Production is that the information requested is not currently available, please state when the information requested will become available.
9. These Interrogatories and Requests for Production shall be deemed continuing so as to require DEC to supplement or amend its responses as any additional information becomes available up to and through the date of trial.

10. If a privilege not to answer a Request is claimed, identify each matter as to which the privilege is claimed, the nature of the privilege, and the legal and factual basis for each such claim.

11. If a refusal to respond to a Request is based on the grounds that same would be unduly burdensome, identify the number and nature of documents needed to be searched, the location of the documents, and the number of hours and costs required to conduct the search.

12. Answer each Request on the basis of the entire knowledge of DEC, including information in the possession of DEC or its consultants, representatives, agents, experts, operating divisions, business divisions, assigns, partners, and attorneys, if any.

13. If any Request cannot be answered in full, respond to the extent possible and specify the reasons for DEC's inability to produce.

**14. Please provide copies of the information responsive to this request in native electronic working format with all data and formulas intact.**

### **DEFINITIONS**

As used herein, the following terms shall have the meaning and be interpreted as set forth below:

1. "You" or "your" shall refer to DEC, or affiliate, any agent, employee, official, or consultant thereof.

2. The conjunctions "and" and "or" shall be interpreted in each and every instance as meaning "and/or" and shall in neither instance be interpreted disjunctively to exclude any document or information otherwise within the scope of any description or request made herein.

3. “Avoided Cost,” “Avoided Cost Rates,” “Avoided Cost Methodology,” and “Avoided Cost Calculations” shall have the meanings assigned to them under S.C. Code Ann. §§ 58-41-10 and 58-41-20, and shall include without limitation avoided energy, avoided capacity, and the cost of ancillary services produced or consumed by small power producers as provided in S.C. Code Ann. § 58-41-20(B)(3).

4. “Document” shall mean all originals of any nature whatsoever, identical copies and all non-identical copies thereof, pertaining to any medium upon which intelligence or information is recorded in DEC’s possession, custody or control, or other tangible objects regardless of where located; including, without limiting the generality of foregoing, punch cards, print-out sheets, movie film, slides, photographs, records, work papers, source documents, microfilm, notes, letters, memoranda, ledgers, worksheets, books, magazines, notebooks, diaries, calendars, appointment book registers, charts, cable, papers, agreements, contracts, purchase orders, acknowledgements, invoices, authorizations, budgets, analyses, projections, transcripts, minutes of meeting of any kind, correspondence, telegrams, drafts, data processing disks or tapes, or computer-produced interpretations thereof, instructions, announcements, schedules, and price list. Media includes data on computers, laptop computers, netbook computers, cell phones, telephones, PDA’s, Blackberry’s or Blackberry type devices, smart phones, external hard drives and flash drives or storage devices of any type, of DEC and specifically includes the computer and or laptop computers utilized by Representatives of DEC. Media means media, as broadly as the term “media” may be defined, that contains electronic data, as to the Interaction between SCSBA and DEC.

5. “Identify” or “identity” used with reference to an individual means to state his or her full name, present or last known address, present or last known position and business affiliation, and employer, title, and position at the same time in question.

6. “Identify” or “identity” used with reference to a writing means to state the date, author, type of document (e.g. letter, memorandum, telegram, chart, note, application, etc.) or other means of identification, and its present location or custodian. If any such document is no longer in DEP’s possession or subject to their control, state what disposition was made of the document(s).

7. All references to the singular contained herein shall be deemed to include the appropriate plural number and all references to the plural shall be deemed to include the singular. All references to the masculine gender contained herein shall be deemed to include the appropriate feminine and neuter genders.

8. “DEP” shall mean Duke Energy Progress, LLC.

### **INTERROGATORIES**

1. With respect to your response to Request for Production # 2(b) to SCSBA’s First Interrogatories and Requests for Production to you, please provide the following:
  - a. Please provide an explanation for prevalence and timing of hours that contain negative avoided cost values.
  - b. During hours with negative values, please indicate the portion of hours that each resource type sets the marginal cost (e.g.: Natural Gas CT, Natural Gas CCGT, Renewables, Non-renewable power purchases, Coal, Nuclear, etc.) in both the base case and the change case.
  - c. Please identify any generators that are designated as “must run” (or similar designation) in any of DEC’s production cost simulations used to calculate avoided costs.
  - d. During hours with negative values, please identify the number of hours in the base case during which the marginal resource was within 100 MW of its minimum generation value (i.e. “Pmin”).

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- e. During hours with negative values, please identify the number of hours where export limits were a binding constraint.

**REQUESTS FOR PRODUCTION**

1. Please provide hourly avoided cost data for DEP-East and DEP-West. Please provide this information in a format similar to that provided in response to Request for Production # 2(b) to SCSBA's First Interrogatories and Requests for Production to you.

NELSON MULLINS RILEY & SCARBOROUGH LLP

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September 27, 2019  
Columbia, South Carolina

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**STATE OF SOUTH CAROLINA**  
**BEFORE THE PUBLIC SERVICE COMMISSION**

**Docket No. 2019-185-E**

IN RE: South Carolina Energy Freedom Act )  
(H.3659) Proceeding to Establish Duke )  
Energy Carolinas, LLC's Standard Offer, )  
Avoided Cost Methodologies, Form )  
Contract Power Purchase Agreements, ) **CERTIFICATE OF SERVICE**  
Commitment to Sell Forms, and Any )  
Other Terms or Conditions Necessary )  
(Includes Small Power Producers as )  
Defined in 16 United States Code 796, as )  
Amended) - S.C. Code Ann. Section 58- )  
41-20(A) )  
)

This is to certify that I have caused to be served this day one copy of **SBA's FOURTH SET OF INTERROGATORIES AND REQUESTS FOR PRODUCTION TO DUKE ENERGY CAROLINAS, LLC** to the persons named below at the addresses set forth via electronic mail:

Alexander W. Knowles Office of Regulatory Staff Email: <a href="mailto:aknowles@ors.sc.gov">aknowles@ors.sc.gov</a>	Andrew M. Bateman Office of Regulatory Staff Email: <a href="mailto:abateman@ors.sc.gov">abateman@ors.sc.gov</a>
Becky Dover SC Department of Consumer Affairs Email: <a href="mailto:bdover@scconsumer.gov">bdover@scconsumer.gov</a>	Carri Grube - Lybarker SC Department of Consumer Affairs Email: <a href="mailto:clybarker@scconsumer.gov">clybarker@scconsumer.gov</a>
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Heather Shirley Smith Duke Energy Progress, LLC Email: <a href="mailto:Heather.smith@duke-energy.com">Heather.smith@duke-energy.com</a>	J. Blanding Holman, IV Email: <a href="mailto:bholman@selcsc.org">bholman@selcsc.org</a>
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/s/ Jeremy C. Hodges

Jeremy C. Hodges

Columbia, SC

September 27, 2019